

ENGINEERING REPORT

for

ROUTE 7/HOWE CAVERNS WATER DISTRICT IN THE TOWN OF COBLESKILL

TOWN OF COBLESKILL
PO BOX 327
COBLESKILL, NY 12043



Project No. 104-1101
June 2012

JME | JOHN M. MCDONALD
ENGINEERING, P.C.

7 South Church Street • Schenectady, New York 12305 • Ph: 518 382 1774 Fax: 518 382 1776 • www.mcdonaldengineers.com

TOWN OF COBLESKILL SCHOHAIRE COUNTY, NEW YORK

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TOWN OF COBLESKILL ROUTE 7/HOWE CAVERNS WATER DISTRICT ENGINEERING REPORT

A. PURPOSE OF THIS REPORT

The purpose of this report is to provide the engineering plan, map and report, pursuant to Article 12-A of Town Law, for the formation of a water district to serve properties along NYS Route 7 and County Road 9 with service to the Howe Caverns Facility in the Town of Cobleskill. The Water District will extend the existing Village of Cobleskill infrastructure along Route 7 easterly, then northerly along a portion of County Road 9 terminating near the Howe Caverns facility, a distance of approximately six miles. The proposed Water District service area and boundary is provided in Exhibit 1 of this report.

B. PROJECT LOCATION

The Town of Cobleskill is located in Schoharie County, New York. Interstate 88 parallels NYS Route 7 as it passes through the Town. The Town of Cobleskill is bordered by the Village of Cobleskill to the west, the Town of Schoharie to the east, the Town of Fulton to the south, and the Hamlet of Lawyersville to the north (see Exhibit 1 for location map). The Town of Cobleskill has an area of approximately 30.8 square miles.

C. BACKGROUND

The impetus for this project began when the Howe Caverns Group began meeting with Schoharie County Planning and Town officials to discuss a major expansion of the Howe Caverns Amusement Facility and their specific water and sewer needs. Town of Cobleskill and Schoharie County officials recognize that the extension of municipal water service in this corridor will provide major benefits in terms of economic development and the elimination of poorly operating private water wells.

The Route 7/County Road 9 service area consists of a mix of residential and commercial uses. Currently the existing properties in this area are utilizing water wells. Many of the existing water wells are contaminated and/or have poor yields due to poorly draining soils and shallow limestone bedrock throughout the service area. There are known public health problems that exist in this area related to poor water quality and inadequate quantity of well water.

D. PROPOSED WATER SYSTEM

After studying various alternatives, it has been decided that the most feasible and long-term solution for water is to connect to the existing Village of Cobleskill water infrastructure. The Village's potable water system has excess capacity to provide adequate pressure and fire flow to all properties in the proposed Water District.

The Village of Cobleskill's water filtration plant is located near Middle Springs Road on Dow Street near the west end of the proposed Howe Caverns/Route 7 Service Area making it a relatively easy interconnection to serve the Corridor. The eastern edge of the Village of Cobleskill Service Area currently ends on Route 7 at Borst Noble Road near Wal-Marts.

TOWN OF COBLESKILL ROUTE 7/HOWE CAVERNS WATER DISTRICT ENGINEERING REPORT

Based on hydraulic information provided by the Village, the existing Village 12-inch main at this location has a normal operating static pressure of 85 lbs., with an available fire flow over 1,000 gpm. With this information a hydraulic model was created of the proposed Town Water District to predict available operating pressures during normal, peak flow and fire flow conditions. Based on this model, a 12-inch watermain will be installed to provide an available fire flow with a minimum of 1,000 gpm at all locations. Because of the substantial drop in elevation from west to east, the allowable pressures will exceed Ten States Standards and a pressure reducing valve (PRV) will be installed in the system to reduce the pressures to below 100 psi.

Going north to the Howe Caverns facility, the elevation rises resulting in a system pressure of 46 psi. In order to provide necessary system pressure and fire flow capabilities for this section of the District, a booster pump station and storage tank must be built. The booster pump will run as necessary to fill the tank for daily usage of the District and provide fire flow in the event of an emergency situation. The proper location for the storage tank is in the Howe Caverns facility as that property has the necessary elevation to install a ground mounted storage tank. The tank will have a storage capacity of 270,000 gallons and will provide available fire flow of a minimum of 1,000 gallons for two hours while still maintaining a residual pressure of 20 psi in the system.

A bypass with PRV will be installed at the booster pump station to allow water in the tank to return to the lower sections of the Water District below the pump station to allow for buffering of the water system pressures along the Route 7 corridor. This will also allow the storage in the tank to be available to serve the District westerly and portions of the Village of Cobleskill in the event of an emergency.

The project consists of the installation of 33,200 LF of 12-inch transmission line, with hydrants spaced every 500 feet, and appropriately placed line isolation valves. Pressures in the proposed service area will range from 50 to 100 psi. Property easements will be necessary at various locations along the route where district infrastructure cannot be located in the public right-of-way.

Each parcel in the proposed District will receive a 1-inch water service that will be installed as part of the construction project and would extend from the main to the property line. A shut-off will also be installed at the property line. The property owner will be responsible to install the service between the shut-off and the building.

TOWN OF COBLESKILL ROUTE 7/HOWE CAVERNS WATER DISTRICT ENGINEERING REPORT

E. SYSTEM OPERATION AND MAINTENANCE

The Town of Cobleskill has entered into an Intermunicipal Agreement with the Village of Cobleskill to provide complete operation, maintenance and administration of the proposed Water District once construction is completed. In addition, all administrative services, including billing for water charges will be provided by the Village in accordance with the established Village fees. The Intermunicipal Water Agreement is attached as Exhibit 2.

All properties with frontage on the water main are included in the proposed Water District. Each property will be provided with a one inch water service and shut-off which will be installed to the property line as part of this project. Commercial/Industrial customers shall be responsible for the incremental cost of a larger water service if required. There are a total of 85 parcels within the proposed water district and the current listing of these properties as shown on the latest tax rolls is provided as Exhibit 3.

The Town of Cobleskill will adopt water district rules and regulations that will follow the Village of Cobleskill Standards for the water infrastructure to be installed. Once the water system becomes operational, commercial properties will be required to connect to the water system. The Town Board will establish a time period by which all commercial properties will be required to connect to the water system. Residential properties will have the option of connecting to the system at the property owners' discretion. Property owners shall be responsible for the installation of the service from the shut-off at the property line to the building in accordance with Village/Town Standards.

F. ENGINEER'S ESTIMATE OF CAPITAL COSTS AND RATE STRUCTURE

The total project cost for the water system infrastructure is estimated to be \$4,100,000. A detailed breakdown of the construction costs is provided in Exhibit 4.

G. COST TO THE TYPICAL PROPERTY

The annual cost of water service for properties within the proposed District will consist of two components; 1) debt service on the capital costs, and 2) annual cost to operate and maintain the Water District infrastructure.

1) Debt Service

The capital costs associated with the water system project will be paid by all benefiting properties in the proposed Water District through the issuance of serial bonds for the portion of the debt remaining after deducting grant funds that have been secured by the Town of Cobleskill for this project.

TOWN OF COBLESKILL ROUTE 7/HOWE CAVERNS WATER DISTRICT ENGINEERING REPORT

Grant funds received have been given to the Town for the combined capital costs of both water and sewer infrastructure and are summarized in Table No. 1. For the purposes of determining costs to the typical property owner, the grant amounts will be divided to each District in proportion to the capital cost of each proposed District.

TABLE NO. 1 GRANT FUNDING		
CFA (NYS ESD)	\$4,100,000	
Schoharie County Contribution	\$2,000,000	
National Grid Grant	\$ 175,000	
ARC Appalachian Region	\$ 150,000	
SUBTOTAL GRANTS		\$6,425,000

As shown in the last column of Table No. 2 below, the net water district capital cost amounts to \$765,500, which is the amount of funds that the district will borrow long-term through the issuance of serial bonds. Based on information provided from bond counsel, it is anticipated that bonds can be issued at a rate of 4% for a period of 25 years. The annual water district debt service on the serial bond is thus calculated to be \$49,000.

Howe Caverns LLC has entered into an agreement with the Town to make an annual payment to the Town in the amount of \$100,000 per year for 20 years. This agreement is provided in Exhibit 5. Those funds will be used to pay the annual district debt service for the Water District and the calculation is also shown below.

TABLE NO. 2			
	TOTAL PROJECT COST	WATER DISTRICT	SEWER DISTRICT
Project Cost	\$7,900,000	\$4,100,000	\$3,800,000
% of Total Project Cost		52%	48%
Less Grants	\$6,425,000	\$3,334,500	\$3,090,500
Net District Capital Cost	\$1,475,000	\$ 765,500	\$ 709,500
Annual Debt Service	\$ 94,400	\$ 49,000	\$ 45,400
Less Howe Caverns Annual Payment	\$ 100,000	\$ 51,900	\$ 48,100
Excess Annual Debt Service Funds	\$ 5,600	\$ 2,900	\$ 2,700

TOWN OF COBLESKILL ROUTE 7/HOWE CAVERNS WATER DISTRICT ENGINEERING REPORT

As shown above, these funds result in a net surplus as the Howe Caverns contribution will exceed the estimated annual debt service for the proposed Water District by \$2,900 per year for 20 years. The excess funds will be placed in a water district reserve account that will be used toward the debt service payment on the bonds for the last five years of the bond term. It is estimated that this account will accumulate enough funds to cover two years of the final five years of the 25-year serial bond. Thus, the final annual bond payment for the last three years of the bond in the amount of \$49,000 will be raised on a benefit basis and assessed against each property in the Water District based on water usage as measured through the individual water meter.

2) Annual Cost of Operation and Maintenance

As outlined in the Village/Town Agreement, the Village charges for water service will be based on the current Village water rate structure. Attached as Exhibit 6 is a copy of the Village of Cobleskill fee schedule (effective January 1, 2012), which specifies the water rates for properties outside the Village. As outlined in the fee schedule, properties in the proposed Town Water District are considered outside users and will be billed quarterly using the outside Village water rate, which is currently \$9.87 per 1,000 gallons of water based on usage as measured through the individual water meter. There will be a minimum charge of \$49.35 per quarter, which is based on a usage of 5,000 gallons. For a typical single-family home that uses 50,000 gallons per year (or 12,500 gallons per quarter), the estimated cost will be \$123.38 per quarter or \$493.50 per year. Residential properties within the District will not be required to pay hook-up fees. Commercial, industrial, and institutional users within the proposed Town Water District will pay the same outside rate of \$9.87 per 1,000 gallons with a minimum of 5,000 gallons per quarter. Commercial and Industrial properties will pay a hook-up fee in accordance with the fee schedule shown in Exhibit 6.

In summary, the cost to the typical property for water service consists of the debt service on the capital cost and the annual operation and maintenance cost. As explained previously, there will be no debt service through the first 22 years of operation, thus the only cost to properties within the proposed Water District will be for the Village charge. The typical property, which is a single-family home, will pay an estimated annual amount of \$493.50 per year exclusive of hookup fees.


A legal description of the water district boundaries is presented as Exhibit 7 in this report.

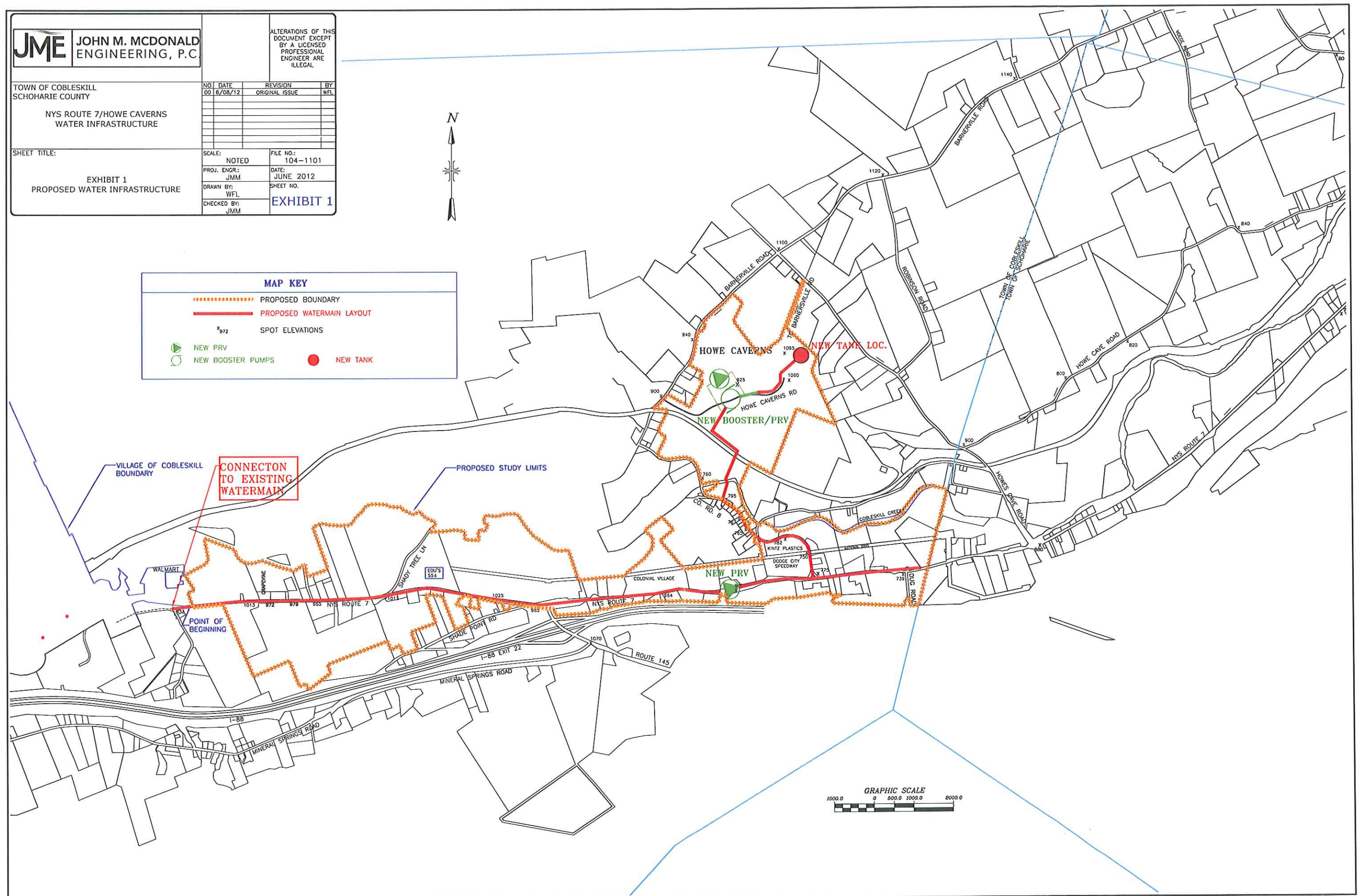
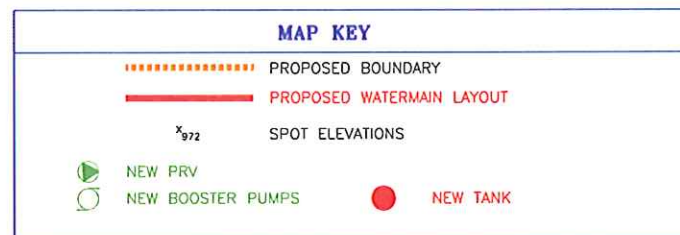
TOWN OF COBLESKILL
SCHOHAIRE COUNTY, NEW YORK

EXHIBIT 1
Water District Plan and Boundaries



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	JOHN M. MCDONALD ENGINEERING, P.C.	ALTERATIONS OF THIS DOCUMENT EXCEPT BY A LICENSED PROFESSIONAL ENGINEER ARE ILLEGAL		
TOWN OF COBLESKILL SCHOHARIE COUNTY NYS ROUTE 7/HOWE CAVERNS WATER INFRASTRUCTURE	NO.	DATE	REVISION	BY
	00	6/08/12	ORIGINAL ISSUE	WFL
SHEET TITLE: EXHIBIT 1 PROPOSED WATER INFRASTRUCTURE	SCALE:	NOTED	FILE NO.:	104-1101
	PROJ. ENGR.:	JMM	DATE:	JUNE 2012
	DRAWN BY:	WFL	SHEET NO.	EXHIBIT 1
	CHECKED BY:	JMM		



**TOWN OF COBLESKILL
SCHOHAIRE COUNTY, NEW YORK**

EXHIBIT 2
Village/Town Water Intermunicipal Agreement



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INTERMUNICIPAL WATER AGREEMENT

THIS AGREEMENT is made as of the 17, day of April, 2012, by and between the Town of Cobleskill, a municipal corporation located within the County of Schoharie and State of New York (hereinafter referred to as "Town"), with offices located at 378 Mineral Springs Road, Suite 5, Cobleskill, New York, and the Village of Cobleskill, a municipal corporation located within the County of Schoharie, State of New York (hereinafter referred to as "Village"), with offices located at 378 Mineral Springs Road, Suite 2, Cobleskill, New York.

W I T N E S S E T H:

WHEREAS, the Town is in the process of creating a water district for a portion of the real property located within the Town; and

WHEREAS, the Town has requested that the Village provide a connection from the Village's water system to the Town's water district so that the properties located within the Town's water district can be furnished with potable water; and

WHEREAS, the Village's water district possesses excess capacity in its water supply; and

WHEREAS, this interconnection of water systems will allow the Town to create capacity to provide for future development and service requests within the Town's newly created water district;

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

- I. The Village agrees to supply surplus treated potable water to the Town's water district under the terms and conditions set forth in this Agreement.
- II. The Village agrees to supply water from an interconnection located at its current

terminus located at the intersection of New York State Route 7 and Borst Noble Road at the existing pressure in such main at the point of connection. The Village shall not be responsible for maintaining any particular pressure except as may be required by any applicable federal or New York State statute or regulation. The Town agrees that it will not make any modifications to its water system that will affect the manner in which water is drawn from the Village without the express written consent of the Village.

III. The Village does not bind itself during any period of water shortage resulting from any emergency as is available. The Town acknowledges and agrees that the Village shall not be responsible for any damages whatsoever that may arise out of any emergency interruption, in whole or in part, of water service.

IV. The Town agrees that the interconnection is for normal water use conditions and is capable and intended to provide a rate of flow required for fire fighting.

V. The Town shall be responsible for the construction of the interconnection and to pay for any and all equipment required to construct the interconnection.

VI. The Village shall provide for the sale of potable water to those units within the Town's water district connected to the system at the cost of 1.5 times the established village water rate to be adjusted annually. Capital improvements to maintain current service shall be paid by the Village. All units within the town water district connected to the system shall be individually billed by the Village based on usage measured through the unit's water meter. Billing shall occur quarterly through the Village. In the event of non-payment of any invoice for thirty (30) days or longer such arrears shall be subject to a penalty in the amount of ten (10%) percent of the amount due. Any such unpaid water charges shall be a lien upon the real property upon which or in connection with which the water was used.

No part of the annual water rate shall be for the payment of debt service for the initial creation and construction of the Town's water district. There is no charge for residential units to connect to the water system so long as the unit remains residential. Should a residential unit convert to a commercial unit then a connection fee, at the then Village connection cost, shall be assessed and paid by the commercial unit. Notwithstanding the foregoing, commercial units shall be charged a connection fee at the then Village connection cost at the time of connection. Conversion of vacant property to an improved use, whether residential or commercial, shall require the payment of the connection fee at the then Village connection fee if the improvement occurs after the town water district is created and operating.

VII. The Village agrees to operate and to maintain the town water district as well as any future extensions to the town water district. Operation and maintenance of the town water district by the Village shall include, but is not limited to, the following duties:

- Issuance of water permits necessary for hookup between the curb stop and the real property, including the supply of meters, and inspection services for the installation of this equipment;
- Ongoing maintenance and operation of hydrants, valves, the booster pump station, hydrant flushing and storage tank maintenance;
- All costs of operation, including electricity for the pumps and/or chemical feed, and normal equipment repair;
- Providing "dig safe" responsibility for locating infrastructure in the Town water district as necessary under UFPO requirements;
- Providing any water system testing and reporting as required by the Schoharie County Department of Health or the New York State Department of Health.

VIII. The Village shall not be obligated to deliver water to the Town unless or until any and all necessary approvals, permits or regulatory action including, but not limited to, all approvals by the New York State Department of Health and the Department of Environmental Conservation have been obtained.

IX. The Town shall comply with any and all advisories and curtailment of use directives issued by the Village.

X. The Village does not guarantee the delivery of water service in the event of utility emergencies and accepts no liability for any consequences arising out of the failure to deliver in the event of utility emergencies. When possible, the Village shall give adequate notice to the Town regarding the need for temporary suspension of said services. Except as provided in this paragraph, the delivery of water service shall not be withheld by the Village.

XI. The term of this Agreement shall be for twenty (20) years from the effective date of this Agreement. This Agreement may thereafter be renewed by the parties on such terms as the parties may agree.

XII. The Town shall not, without the prior written approval of the Village, in any manner cross-connect any other water supply in the future into the Village's water system where any possibility would exist that a backflow could occur. Furthermore, all currently existing or future connections into Village's water system or district must be reviewed by the Village and, where the Village deems appropriate or required by Public Health Law mandates, the Town, at its cost, shall install backflow prevention devices and shall provide certification of compliance with this requirement, including all testing documentation and verification of such compliance.

XIII. This Agreement represents the entire agreement between the parties and may only be changed or modified in writing executed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused the official seals to be affixed pursuant to resolutions adopted by their elected boards, copies of which are annexed hereto.

TOWN OF COBLESKILL

By: Thomas M. Murray
Supervisor

VILLAGE OF COBLESKILL

By: Mark R. Giallardo
Mayor

**TOWN OF COBLESKILL
SCHOHAIRE COUNTY, NEW YORK**

**EXHIBIT 3
Water District Tax Rolls**



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Parcel ID (SBL)	Property Class	Owner Name
57.-3-13.1	105	Gable Holding LLC,
58.-3-9	105	Earthly Treasures Inc,
57.-5-18	112	Roberts, Lynne T.
58.-2-16	120	Rehberg, Albert E.
70.-1-25	120	Rehberg, Greta C.
57.-3-2	210	Adams, Margaret R.
57.-4-13	210	Collard, Jeremy C.
57.-4-4	210	Belfance, Brent A.
57.-4-6	210	Townes, James C.
57.-4-7	210	Stuart, Gregory
57.-5-12	210	Pacatte, Julianne K.
57.-5-14	210	Wollaber, Forest Jr
57.-5-28	210	Stanton, Milton L.
57.-5-29	210	Kane, Nathan S.
58.-3-17	210	Neroni, Frederick J.
58.-3-24.1	210	Rubin, Sol
58.-3-26	210	Barbic, George
69.-3-5	210	Long, Virginia
69.-3-6	210	Hulbert, Brian L.
70.-1-1	210	Boreali, Ronald D.
70.-1-3	210	Doyle, Nancy H.
58.3-1-8	210	Mallia, Timothy P.
58.-3-5	210	Adriance, Craig R.
58.3-1-4	210	Rickard, Clarence
58.3-1-5	210	Willwerth, Veronica P.
58.-2-17	220	Suchocki, Michael J.
58.3-1-12	220	Deats, Richard A.
57.-3-1.1	240	Adams, Margaret R Revoc Tru
57.-4-1	240	Nark, Robert L.
57.-4-5	270	Bradt, Diane E.
57.-3-3	283	Purcell, Tracy E.
58.3-1-10	210	Cooper, George R.
57.-3-18.2	311	Gable Holding LLC,
57.-3-6.2	311	Edward Nadeau & Sons Inc,
57.-3-6.3	311	Gable Holding LLC,
57.-3-4.2	314	Tsamis, Theodore
57.-4-10	314	Mallery, Roger H. Jr
57.-5-13	314	Wollaber, Forest E.
58.3-1-6	314	Mallery, Roger J.H.
58.3-1-9	314	Bainton, Arthur B.
58.-3-4	314	Mallery, Roger H. Jr
57.-3-11	321	Club East Inc,
57.-3-14	322	Tsamis, Michael
58.-3-24.2	322	Rubin, Sol
58.-3-25.1	322	Lois, Eugene
57.-4-8	323	Seebold, Yon Suk
58.-2-32.3	323	Holiday Motel of Cobleskill,
57.-4-3	331	Thorington, Donald
58.-2-33	380	Niagara Mohawk Power Corp,
58.3-1-7	411	Deats, Timothy D.
58.-2-18	415	Holiday Motel of Cobleskill ,
70.-1-2.3	415	BPW LLC,
58.-3-2	416	Colonial Village (NY) LLC,
58.-1-12.1	418	Howe Caverns Inc,
58.-3-15	421	Pangman Edw & P Family Trust,
70.-1-2.1	421	BPW LLC,
57.-3-12	431	Gable Holding LLC,
57.-3-13.2	431	Gable Holding LLC,
57.-3-17	431	Gable Holding LLC,
57.-3-9	431	2457 Holding, Inc.
57.-5-30	431	Lynk, Heath E.
57.-3-4.1	433	Prokopiak, Ronald
58.-3-10	438	Old Time Autos Inc,
58.-3-23	442	Deats, Timothy
57.-3-6.1	449	Kenyon, Charles J.
57.-3-7	449	Gable Holding LLC,
57.-5-11	449	Superior Housing Llc,
58.-3-22	449	Deats, Timothy
58.-3-30.1	449	Mont Ots Scho Solid Waste,
58.3-1-11	449	Donahue, James
57.-3-5.2	453	RS Capital Management Inc,
57.-5-16	464	Boreali, Arthur J. Jr
57.-5-17	464	Whitehead, Merle
58.-3-14	464	Boreali, Arthur J.
57.-3-8	473	Perrone, Giuseppe
58.-3-16	474	Howe Caverns Inc,
57.-4-2	483	Hanes, Steve E.
57.-3-15	484	105 Kenyon LLC,
57.-3-16	484	Hess Business Trust No 2007-1,
57.-3-18.1	484	Morton Builders Inc,
57.-5-15	484	Wollaber, Forest Jr
70.-1-2.2	484	Sadie Properties, LLC,
57.-3-10	485	CBK Real Estate Prop LLC,
57.-3-5.1	486	Tsamis, Vasiliki
58.-3-28	557	Mallery Real Estate Enterprise,
58.-3-12	652	US Postal Service,
58.-3-13	710	Kintz Edwin,
58.-3-27	710	Kintz Edwin,
58.-1-1	681	Scho Museum of Iroquois Indian,
58.-3-25.2	851	Mont Ots Scho Solid Waste,

Total Parcels 85

**TOWN OF COBLESKILL
SCHOHAIRE COUNTY, NEW YORK**

EXHIBIT 4
Engineers Estimate of Water Project Cost



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**TOWN OF COBLESKILL
ROUTE 7/HOWE CAVERNS WATER DISTRICT
ENGINEERING REPORT**

<u>Item</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1	General Requirements	1	LS	\$100,000	\$100,000
2	Rock Excavation	4,983	CY	\$100	\$498,333
3	Bedding	1,530	CY	\$25	\$38,250
4	Pipe Zone Backfill	5,300	CY	\$20	\$106,000
5	Imported Trench Backfill	12,300	CY	\$15	\$184,500
6	12" CL 52 DIP incl. excavation	27,600	LF	\$40	\$1,104,000
7	12" Main gate valves w/ box & cover	55	EA	\$1,400	\$77,000
8	Dewatering	27,600	LF	\$1	\$27,600
9	Fire Hydrant	55	EA	\$3,500	\$192,500
10	6" CL 50 DIP incl. excavation (hydrant leads)	550	LF	\$30	\$16,500
11	6" Hydrant gate valves w/ box & cover	55	EA	\$1,500	\$82,500
12	12" x 6" Tee	55	EA	\$1,000	\$55,000
13	1" Open Cut Services	7,500	LF	\$15	\$112,500
14	1" Drilled/Pushed Services	3,750	LF	\$10	\$37,500
15	1" Corp & Curb	90	EA	\$900	\$81,000
16	Surface/Miscellaneous Restoration	27,600	LF	\$5	\$138,000
17	270,000 Gal. Water Storage Tank incl. foundation	1	LS	\$440,000	\$440,000
18	Tank Site Work incl. vault	1	LS	\$75,000	\$75,000
19	Tank Site Electrical Work	1	LS	\$15,000	\$15,000
20	Booster Pump Station with PRV	1	LS	\$125,000	\$125,000
21	Booster Pump Station Electrical incl. Generator	1	LS	\$100,000	\$100,000
22	PRV Vault	1	LS	\$30,000	\$30,000
TOTAL					\$3,636,183
CONTIGENCIES					\$114,209
SHORT TERM INTEREST DURING CONSTRUCTION					\$67,600
ESTIMATED CONSTRUCTION COST					\$3,750,393
ENGINEERING, ADMINISTRATION & LEGAL					\$325,000
TOTAL WATER PROJECT COST					\$4,075,393
Say:					\$4,100,000

**TOWN OF COBLESKILL
SCHOHAIRE COUNTY, NEW YORK**

EXHIBIT 5
Town of Cobleskill/Howe Caverns Agreement



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OFFICIAL COPY

AGREEMENT

THIS AGREEMENT made this 8th day of June, 2012, by and between Howe Caverns, Inc., a corporation existing by and under the laws of the State of New York and having its principal place of business located at 255 Discovery Drive, Howes Cave, New York 12092 (hereinafter called "Howe"), and the Town of Cobleskill, a municipal corporation existing by and under the laws of the State of New York and having its principal place of business located at 378 Mineral Springs Road, Suite 5, Cobleskill, New York, (hereinafter called "Town").

WITNESSETH:

WHEREAS, Howe is the owner of certain premises located in the County of Schoharie, State of New York, more particularly described in a certain deed attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, the Town is in the process of creating a water and sewer district (hereinafter called "District") for a portion of the real property located within its geographic boundaries; and

WHEREAS, the real property owned by Howe is located within the geographic boundaries of the Town's proposed District; and

WHEREAS, Howe has agreed to provide over the course of twenty (20) years as hereinafter described the sum of Two Million Dollars (\$2,000,000) for the purpose of aiding the Town in the pursuit of the District and

WHEREAS, the Town in consideration of Howe's contribution will, at its cost, provide a booster pump station and water tank sufficient to benefit the water district and provide Howe with its water and sewer needs as Howe builds out the Howe Caverns Estate.

RECEIVED .

JUN 18 2012

COBLESKILL
TOWN CLERK

NOW, THEREFORE, IT IS HEREBY UNDERSTOOD AND AGREED:

1. Howe shall convey to the District within thirty (30) days after its notification by the District that, (a) the District has been formed, (b) the funds are in place, and (c) construction contracts have been let, a parcel of land sufficient to provide for the placement of the aforementioned tank and booster pump station provided such fee shall be no larger than 20 feet in width and no longer than is necessary to achieve the placement of the water tank and pump station.

In addition to the conveyance, the parties shall enter into reciprocal and mutual easements whereby the District shall have the right to go over the lands of Howe for purposes of maintaining and servicing water and sewer lines and Howe shall have the right to traverse the lands of the District unimpeded for purposes of operating the Howe Caverns facilities. The Deed from Howe Caverns conveying the parcel to the Town shall include a reverter clause whereby the parcel shall revert to Howe if the District for any reason ceases operation or abandons the District in which case the town shall have the obligation to dissolve the District pursuant to Town Law. In the event of dissolution of the water or sewer districts, any improvements on the real property previously conveyed by Howe to the District shall be the property of Howe.

The Town agrees to accept the parcel in its "AS-IS" condition as of the date of the transfer of title, free from any warranty as to condition or use for any particular purpose except as may be expressly provided herein. Except as specifically stated in this Agreement Howe hereby expressly disclaims any warranty, oral or written concerning (a) the nature and condition of the land and suitability thereof for any and all activities and uses which the Town may elect to conduct thereon; (b) the manner, construction, condition and state of repair or lack

of repair of the land, (c) the nature and extent of any right-of-way, possession, lien, encumbrance, license, reservation, condition or otherwise, and (d) the compliance of the land with any laws, rules, ordinances, or regulations of any government or other body. Town shall undertake to obtain all municipal approvals including subdivision relating to the transfer of the parcels. Furthermore, the Town shall be responsible for all survey costs.

2. Howe shall pay to the Town the sum of Two Million Dollars (\$2,000,000) over a period of twenty annual installments of \$100,000 per year. The Two Million Dollars is a grant by Howe and no interest charges are attributable to the installment payments. The first installment shall be due within ten (10) days after the Town notifies Howe that the water and sewer lines are complete, have been tested and charged, and are fully operational, able to provide Howe with water and sewage discharge.

3. This Agreement shall inure for the benefit of and bind the parties hereto and their respective successors and assigns. Notwithstanding the foregoing, neither party shall have the right to assign its rights or obligations under this Agreement without first obtaining the consent of the other party, which consent may not be unreasonably withheld. . No consented to Assignment shall release the original party hereunder.

4. Howe agrees that Howe shall pay water and sewer fees based on published rates as set forth in the Intermunicipal Water and Sewer Agreements between the Village of Cobleskill and the Town as presently enacted or as hereafter amended. There shall be no abatement or diminution of those fees by reason of this agreement provided however this agreement shall

not in any manner prevent Howe from asserting its rights to challenge or contest water and sewer rates before any applicable tribunal. Howe's obligation to pay water and sewer rates shall survive this Agreement.

5. Simultaneously, with the conveyance of the parcel by Howe to the Town, the Town shall obtain a General Liability Policy of Insurance issued by an insurance company duly licensed in the State of New York and naming Howe as an additional insured. The insurance policy shall include at least standard coverage for Comprehensive, Liability, Operations on Premises and Collapse Hazard, Underground Hazard, Completed Operations Hazard, Broad Form Property Damage, Independent Contractors and Personal Injury in an amount of \$2,000,000 for personal injury and \$500,000 property damage. The aforementioned policy shall not be cancelled so long as the District owns the parcel being conveyed.

6. Howe represents and warrants that it is a corporation duly incorporated, validly existing and in good standing under the laws of the State of New York and has all the requisite corporate authority to conduct its business in each jurisdiction in which business is conducted. Howe has the corporate power and authority to execute and deliver this Agreement, perform its obligations hereunder and consummate the transactions herein contemplated. The execution and delivery of this Agreement, the performance of its obligations and consummation of the transactions contemplated hereunder has been duly authorized.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Each party hereto waives any right to have a jury participate in resolving any dispute.

8. No waiver by either party of any failure or refusal to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to so comply. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

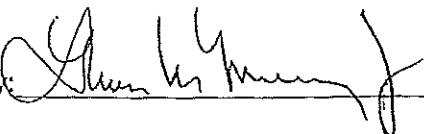
9. Notwithstanding anything to the contrary in this Agreement, the District's obligation to provide water and sewer services to Howe shall survive and continue after Howe has made payment in full hereunder.

10. It is understood and agreed that all understandings and agreements heretofore had among the parties hereto are merged in this Agreement which alone fully and completely expresses their agreement with respect to the transactions provided for in this Agreement.

Howe Caverns, Inc.

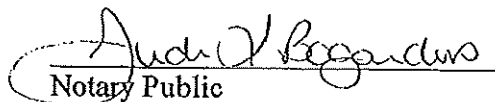
By 

Town of Cobleskill

By: 

STATE OF NEW YORK)
) SS.:
COUNTY OF SCHENECTADY)

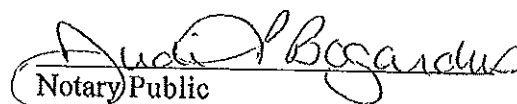
On this 18 day of June, 2012, before me personally, came EMILIO CALASSO,
to me known, who being by me duly sworn, did depose and say that he resides at
COBLESKILL, New York; that he is the V. PRESIDENT of HOWE
CAVERNS, INC., the corporation described in, and which executed the above
instrument; that he knows the seal of said corporation; that the seal affixed to said
instrument is such corporate seal; that it was so affixed by order of the Board of Directors
of said corporation and that he signed his name thereto by like order.


Notary Public

STATE OF NEW YORK)
) SS.:
COUNTY OF SCHENECTADY)

Judi L. Bogardus
Notary Public State of New York
No. 01BO5080750
Qualified in Schoharie County
Expires 06-16-15

On this 18 day of June, 2012, before me personally, came THOMAS M. MURRAY,
to me known, who being by me duly sworn, did depose and say that he resides at
COBLESKILL, New York; that he is the Supervisor of the TOWN
OF COBLESKILL, the corporation described in, and which executed the above
instrument; that he knows the seal of said corporation; that the seal affixed to said
instrument is such corporate seal; that it was so affixed by order of the Board of
Directors of said corporation and that he signed his name thereto by like order.


Notary Public

Judi L. Bogardus
Notary Public State of New York
No. 01BO5080750
Qualified in Schoharie County
Expires 06-16-15

TOWN OF COBLESKILL
SCHOHAIRE COUNTY, NEW YORK

EXHIBIT 6
Village Fee Schedule



7 South Church Street • Schenectady, New York 12305 • Ph: 518 382 1774 Fax: 518 382 1776 • www.mcdonaldengineers.com

Village of Cobleskill Fee Schedules

Water & Sewer Rates Effective 1/1/2012

***Minimum Charge for 1st 5,000 gallons**

	Water	Sewer
Village residents*	\$ 32.90	\$ 37.50
Each additional 1000 gallons	\$ 6.58	\$ 7.50
Outside Village*	\$ 49.35	\$ 56.25
Each additional 1000 gallons	\$ 9.87	\$ 11.25
SUNY College*	\$ 10.70	\$ 13.35
Each additional 1000 gallons	\$ 2.14	\$ 2.67

OTHER FEES	Village	Outside
Water Dept Service Charge	\$ 15.00	\$ 15.00
After Hours Service Charge	\$ 50.00	\$ 50.00
Water Meter Body	At cost	At cost
Water Meter and Body	At cost	At cost
Water Tap Permit ¾"	\$500.00	\$750.00
Water Tap Permit 1"	\$600.00	\$900.00
Water Tap Permit 1 ½"	\$700.00	\$1050.00
Water Tap Permit 2"	\$800.00	\$1200.00
Water Tap Permit 3"	\$1000.00	\$1500.00
Water Tap Permit 4"	\$2000.00	\$3000.00
Sewer Tap Residential	500.00	
Sewer Tap Commercial	1000.00	
Lateral Work Permit	20.00	
Sludge Deposit (per 1,000 gal)	95.00	
Sludge Deposit – (Other Gov')	75.00	

Village Office Miscellaneous Fees Schedule

Tax Search	\$ 10.00
Photocopies, per page	\$.25
Games of Chance application fee	\$ 25.00
Peddlers License Fee – ½ year	\$ 75.00
Peddlers License Fee – Full year	\$150.00
Fingerprint Fee	\$ 10.00
Refuse Service Fee 12/31/2011	\$ 45.52

Planning, Codes & Environment Rates – Effective 5/20/08

Commercial Construction

Project Cost	Application Fee
Up to \$5,000	\$75.00
\$5,001 and above	\$75.00 for the 1 st \$5,000 and remainder multiplied by .005

Residential Construction

Project Cost	Application Fee
Up to \$5,000	\$50.00
\$5,001 and above	\$50.00 for the 1 st \$5000 and remainder multiplied by .005

- Building permits are based on total applicant cost of project.
- Building permits valued under \$500,000 shall expire if the work authorized has not begun within 90 days after the date of issuance or has not been completed 12 months from the date issuance.
- Building permits valued over \$500,000 shall expire if the work authorized has not begun within 90 days after the date of issuance or has not been completed 18 months from the date of issuance.
- One six-month extension of a building permit may be applied for at half the original permit fee cost.

Miscellaneous Fees

Demolition Permit (per structure)	\$50.00
*Sign Permit ¹	\$10.00
*Outdoor Market Permit	\$15.00
Fire Safety Inspection	\$35.00
Certificate of Occupancy with bld pmt.	Included above
Certificate of Occupancy w/out bld pmt	\$50.00
Subdivision up to 3 lots	\$50.00
Each additional lot	\$25.00
Special Use Permit	\$25.00
Site Plan Review	\$25.00
HDRC Review	\$25.00

¹Externally and Non-Illuminated only. Internally illuminated signs are prohibited.

Fees are only refundable if a project is formally withdrawn **prior** to any work commencing. Building permit fees on this schedule include a NON-REFUNDABLE processing fee of \$50.00. All other fees include a NON-REFUNDABLE processing fee of \$25.00.

*Exceptions: Fees marked with an asterisk.

Construction started without a valid building permit fees will be doubled.

After hour and weekend inspections will be billed at the rate of \$30/hr.(min. fee \$30).

Adopted by VBOT 5/20/2008

**TOWN OF COBLESKILL
SCHOHAIRE COUNTY, NEW YORK**

EXHIBIT 7
Legal Description of Water District



7 South Church Street • Schenectady, New York 12305 • Ph: 518 382 1774 Fax: 518 382 1776 • www.mcdonaldengineers.com

LEGAL DESCRIPTION
Town of Cobleskill
Water District

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND, designated as Town of Cobleskill Water District, on map entitled "Proposed Water and Sewer Service Area", dated March 2012, as prepared by John M. McDonald Engineering, P.C., which District is comprised of the parcels shown on Town of Cobleskill, Schoharie County, New York Tax Map number 46, 56, 56.20, 57, 57.4, 58, 58.3, 68, 69, and 70, being more particularly bounded and described as follows:

BEGINNING AT A POINT on the northerly bounds of the New York State Route 7 right-of-way, said point also being the southeast corner of parcel 56.20-1-8.1 and the southwest corner of parcel 57.-3-1.1 in the Town of Cobleskill, County of Schoharie, State of New York; and

PROCEEDING THENCE (in a clockwise direction around the proposed bounds) in a northerly direction along the easterly bounds of parcel 56.20-1-8.1 and the westerly bounds of parcel 57.-3-1.1 to the easterly corner of parcel 56.20-1-8.1, said point also being the westerly corner of parcel 57.-3-1.1;

THENCE, in an easterly direction along the northerly bounds of parcel 57.-3-1.1 and the southerly bounds of parcel 56.20-1-8.1 to the westerly corner of parcel 57.-3-1.1, said point also being the easterly corner of parcel 56.20-1-8.1;

THENCE, in a northerly direction along the easterly bounds of parcel 56.20-1-8.1 and the westerly bounds of parcel 57.-3-1.1 to the easterly corner of parcel 56.20-1-8.1, said point also being the westerly corner of parcel 57.-3-1.1;

THENCE, in a northeasterly direction along the southerly bounds of parcel 57.-3-1.21 and the northerly bounds of parcel 57.-3-1.1 to the northwest corner of parcel 57.-3-1.1, said point also being the northeast corner of parcel 57.-3-1.21 and a point on the southerly bounds of parcel 57.-3-19;

THENCE, in an easterly direction along the northerly bounds of parcels 57.-3-1.1 and 57.3-3-5.1 and the southerly bounds of parcels 57.-3-19 and the Cobleskill Creek to the northwest corner of parcel 57.-3-6.1, said point also being the northeast corner of parcel 57.-3-5.1;

THENCE, in a northeasterly direction along the southerly bounds of parcel 57.-3-6.4 and the northerly bounds of parcels 57.-3-6.1 and 57.-3-6.2 to the northeast corner of parcel 57.-3-6.2, said point also being the southerly corner of parcel 57.-3-6.4;

THENCE, in a southerly direction along the easterly bounds of parcel 57.-3-6.2 and the westerly bounds of parcel 57.-3-6.4 to the northwest corner of parcel 57.-3-6.3, said point also being the southerly corner of parcel 57.-3-6.4 and a point on the easterly bounds of parcel 57.-3-6.2;

THENCE, in an easterly direction along the northerly bounds of parcels 57.-3-6.3 and 57.-3-7 and the southerly bounds of parcel 57.-3-6.4 to the southeast corner of parcel 57.-3-6.4, said point also being the northeast corner of parcel 57.-3-7 and a point on the westerly bounds of parcel 57.-3-8;

THENCE, in a northerly direction along the easterly bounds of parcel 57.-3-6.4 and the westerly bounds of parcel 57.-3-8 to the northeast corner of parcel 57.-3-6.4, said point also being the northwest corner of parcel 57.-3-8 and a point on the southerly bounds of the Cobleskill Creek;

THENCE, in an easterly direction along the northerly bounds of parcels 57.-3-8, 57.-3-9, and 57.-4-1 and the southerly bounds of the Cobleskill Creek to the northeast corner of parcel 57.-4-1, said point also being a point on the southwesterly bounds of the Cobleskill Creek;

THENCE, in a southerly direction along the westerly bounds of the Cobleskill Creek and parcel 57.4-2-15 and the easterly bounds of parcel 57.-4-1 to the northerly bounds of the Shady Tree Lane right-of-way , said point also being the southwest corner of parcel 57.4-2-15 and the northeasterly corner of parcel 57.-4-1;

THENCE, in a southerly direction across the Shady Tree Lane right-of-way to the northeast corner of parcel 57.4-2-14, said point also being a point on the southerly bounds of the Shady Tree Lane right-of-way and the northwest corner of parcel 57.4-2-13;

THENCE, in a southwesterly direction along the northerly bounds of parcel 57.4-2-14 and the southerly bounds of the Shady Tree Lane right-of-way to the southwest corner of parcel 57.4-2-14, said point also being the northwest corner of parcel 57.-4-1;

THENCE, in an easterly direction along the northerly bounds of parcels 57.-4-1 and 57.-5-18 and the southerly bounds of parcels 57.4-2-14, 57.4-2-13, 57.4-2-12, 57.4-2-11, and 57.4-2-10 to the northwest corner of parcel

57.4-2-9, said point also being the northerly corner of parcel 57.-5-18;

THENCE, in a southerly direction along the westerly bounds of parcel 57.4-2-9 and the easterly bounds of parcel 57.-5-18 to the southwest corner of parcel 57.4-2-9, said point also being the northerly corner of parcel 57.-5-18;

THENCE, in an easterly direction along the northerly bounds of parcel 57.-5-18 and the southerly bounds of parcels 57.4-2-9 to the southeast corner of parcel 57.4-2-9, said point also being the northerly corner of parcel 57.-5-18;

THENCE, in a northerly direction along the easterly bounds of parcel 57.4-2-9 and the westerly bounds of parcel 57.-5-18 to the easterly corner of parcel 57.4-2-9, said point also being the southerly corner of parcel 57.4-2-7;

THENCE, in an easterly direction along the northerly bounds of parcel 57.-5-18 and the southerly bounds of parcel 57.4-2-6 to the southeast corner of parcel 57.4-2-6, said point also being the northerly corner of parcel 57.-5-18;

THENCE, in a northerly direction along the easterly bounds of parcel 57.4-2-6 and the westerly bounds of parcel 57.-5-18 to the northeast corner of parcel 57.4-2-6, said point also being the northerly corner of parcel 57.-5-18;

THENCE, in a westerly direction along the northerly bounds of parcel 57.4-2-6 and the southerly bounds of the Shady Tree Lane right-of-way to a point on the northerly bounds of parcel 57.4-2-6, said point also being on the southerly bounds of the Shady Tree Lane right-of-way;

THENCE, in a northerly direction across the Shady Tree Lane right-of-way to the southeast corner of parcel 57.4-2-15, said point also being a point on the northerly bounds of the Shady Tree Lane right-of-way;

THENCE, in a northerly direction along the easterly bounds of parcel 57.4-2-15 and the westerly bounds of parcel 57.-5-18 to a point on the southerly bounds of the Cobleskill Creek, said point also being the northeast corner of parcel 57.4-2-15;

THENCE, in an easterly direction along the northerly bounds of parcel 57.-5-18 and the southerly bounds of the Cobleskill Creek to the northwest corner of parcel 57.-5-27, said point also being the northeast corner of parcel 57.-5-18;

THENCE, in a southerly direction along the westerly bounds of parcel 57.-5-27 and the easterly bounds of parcel 57.-5-18 to the southwest corner of parcel 57.-5-27, said point also being the southeast corner of parcel 57.-5-18;

THENCE, in a southerly direction across parcel 57.-5-19 to the northwest corner of parcel 57.-5-28, said point also being the easterly corner of parcel 57.-5-18;

THENCE, in an easterly direction along the northerly bounds of parcels 57.-5-28, 57.-5-29, 57.-5-30, and 57.-5-11 and the southerly bounds of parcel 57.-5-19 to the northwest corner of parcel 58.-3-2, said point also being the northeast corner of parcel 57.-5-11;

THENCE, in a northeasterly direction across parcel 57.-5-19 to the southerly corner of parcel 57.-5-1, said point also being the westerly corner of parcel 58.-3-2;

THENCE, in a northeasterly direction along the southerly bounds of parcel 57.-5-1 and the northerly bounds of parcel 58.-3-2 to the northwest corner of parcel 58.-3-2, said point also being the southerly bounds of the Cobleskill Creek;

THENCE, in a northeasterly direction along the southerly bounds of the Cobleskill Creek and the northerly bounds of parcel 58.-3-2 to the north corner of parcel 58.-3-2, said point also being the southerly bounds of the Cobleskill Creek and the northwest corner of parcel 58.-3-3;

THENCE, in a southeasterly direction along the northerly bounds of parcel 58.-3-2 and the southerly bounds of parcel 58.-3-3 to the westerly corner of parcel 58.-3-3, said point also being the easterly corner of parcel 58.-3-2;

THENCE, in a southwesterly direction along the northerly bounds of parcel 58.-3-3 and the southerly bounds of parcel 58.-3-2 to the westerly corner of parcel 58.-3-3, said point also being the easterly corner of parcel 58.-3-2;

THENCE, in a southeasterly direction along the northerly bounds of parcel 58.-3-2 and the southerly bounds of parcel 58.-3-3 to the southwest corner of parcel 58.-3-3, said point also being the easterly corner of parcel 58.-3-2 and a point on the northerly bounds of parcel 58.-3-29;

THENCE, in a southeasterly direction across parcel 58.-3-29 to the southwest corner of parcel 58.-3-29, said point

also being the northwest corner of parcel 58.-3-30.1;

THENCE, in an easterly direction along the northerly bounds of parcels 58.-3-30.1, and 58.-3-25.1 and the southerly bounds of parcel 58.-3-29 to the northeast corner of parcel 58.-3-25.1, said point also being a point on the southerly bounds of parcel 58.-3-29;

THENCE, in a northerly direction across parcel 58.-3-29 to the southwest corner of parcel 58.-3-4, said point also being the northerly corner of parcel 58.-3-29;

THENCE, in a northerly direction along the westerly bounds of parcel 58.-3-4 and the easterly bounds of parcels 58.-3-29 and 58.-3-3 to the northwest corner of parcel 58.-3-4, said point also being the southeast corner of parcel 58.3-1-13;

THENCE, in a southwesterly direction along the northerly bounds of parcel 58.-3-3 and the southerly bounds of parcel 58.3-1-13 to the southwest corner of parcel 58.3-1-13, said point also being the southeast corner of parcel 58.3-1-14;

THENCE, in a northerly direction along the westerly bounds of parcel 58.3-1-13 and the easterly bounds of parcel 58.3-1-14 to the northwest corner of parcel 58.3-1-13, said point also being the easterly corner of parcel 58.3-1-14;

THENCE, in a northeasterly direction along the southerly bounds of parcel 58.3-1-14 and the northerly bounds of parcel 58.3-1-13 to the north corner of parcel 58.3-1-13, said point also being the southerly bounds of the County Road 9 right-of-way and the easterly corner of parcel 58.3-1-14;

THENCE, in a northwesterly direction along the southerly bounds of the County Road 9 right-of-way and the northerly bounds of parcels 58.3-1-14 and 58.3-1-16 to the east corner of parcel 58.3-1-17, said point also being the southerly bounds of the County Road 9 right-of-way and the northerly corner of parcel 58.3-1-16;

THENCE, in a northerly direction across the County Road 9 right-of-way to the west corner of parcel 58.3-1-12, said point also being the northerly bounds of the County Road 9 right-of-way and the south corner of parcel 58.3-1-11;

THENCE, in a northwesterly direction along the northerly bounds of the County Road 9 right-of-way and the southerly bounds of parcel 58.3-1-11 to the south corner of parcel 58.3-1-10, said point also being the westerly corner of parcel 58.3-1-11;

THENCE, in a northeasterly direction along the southerly bounds of parcel 58.3-1-10 and the northerly bounds of parcel 58.3-1-11 to the southeast corner of parcel 58.3-1-10, said point also being the westerly corner of parcel 58.3-1-11;

THENCE, in a northwesterly direction along the northerly bounds of parcel 58.3-1-10 and the southerly bounds of parcel 58.3-1-11 to the north corner of parcel 58.3-1-10, said point also being the southerly corner of parcel 58.3-1-11;

THENCE, in a southwesterly direction along the northerly bounds of parcel 58.3-1-10 and the southerly bounds of parcel 58.3-1-11 to the northwest corner of parcel 58.3-1-10, said point also being the westerly corner of parcel 58.3-1-11 and on the northerly bounds of the County Road 9 right-of-way;

THENCE, in a northwesterly direction along the northerly bounds of the County Road 9 right-of-way and the southerly bounds of parcels 58.3-1-11, 58.3-1-9, 58.3-1-8, 58.3-1-7, 58.3-1-5, 58.3-1-6, and 58.3-1-4 to the westerly corner of parcel 58.3-1-4, said point also being the southwest corner of parcel 58.3-1-13 and the northerly bounds of the County Road 9 right-of-way;

THENCE, in a northeasterly direction along the southerly bounds of parcel 58.3-1-3 and the northerly bounds of parcel 58.3-1-4 to the northwest corner of parcel 58.3-1-4, said point also being the northeast corner of parcel 58.3-1-3 and the southerly bounds of the Cobleskill Creek;

THENCE, in a northerly direction across the Cobleskill Creek to a point on the southerly bounds of parcel 58.-1-1, said point also being the northerly bounds of the Cobleskill Creek;

THENCE, in a westerly direction along the northerly bounds of the Cobleskill Creek and the southerly bounds of parcel 58.-1-1 to the southwest corner of parcel 58.-1-1, said point also being the northwesterly corner of the Cobleskill Creek and the easterly bounds of the County Road 9 right-of-way;

THENCE, in a northwesterly direction along the northerly bounds of the County Road 9 right-of-way and the southerly bounds of parcel 58.-1-1 to the southeast corner of parcel 58.-1-14, said point also being the southwest

corner of parcel 58.-1-1 and the northerly bounds of the County Road 9 right-of-way;

THENCE, in a northeasterly direction along the southerly bounds of parcel 58.-1-14 and the northerly bounds of parcel 58.-1-1 to the westerly corner of parcel 58.-1-1, said point also being the northeast corner of parcel 58.-1-14;

THENCE, in a northwesterly direction along the northerly bounds of parcel 58.-1-14 and the southerly bounds of parcel 58.-1-1 to the southeast corner of parcel 58.-1-3.1, said point also being the northeast corner of parcel 58.-1-3.3;

THENCE, in a northeasterly direction along the southerly bounds of parcels 58.-1-3.1 and 58.-1-3.2 and the northerly bounds of parcel 58.-1-1 to the northwesterly corner of parcel 58.-1-1, said point also being the northeast corner of parcel 58.-1-3.2 and the southerly bounds of the Delaware & Hudson Railroad right-of-way;

THENCE, in a northerly direction across the Delaware & Hudson Railroad right-of-way to a point on the southerly bounds of parcel 58.-1-12.1, said point also being the northerly bounds of the Delaware & Hudson Railroad right-of-way;

THENCE, in a westerly direction along the northerly bounds of the Delaware & Hudson Railroad right-of-way and the southerly bounds of parcel 58.-1-12.1 to the southwest corner of parcel 58.-1-12.1, said point also being the easterly bounds of the Barnerville Road right-of-way and the northerly bounds of the Delaware & Hudson Railroad right-of-way;

THENCE, in a northeasterly direction along the easterly bounds of the Barnerville Road right-of-way and the westerly bounds of parcel 58.-1-12.1 to the westerly corner of parcel 58.-1-12.1, said point also being the southwest corner of parcel 58.-1-12.2;

THENCE, in a southwesterly direction along the northerly bounds of parcel 58.-1-12.1 and the southerly bounds of parcels 58.-1-12.2 and 58.-1-4 to the southeast corner of parcel 58.-1-4, said point also being the westerly corner of parcel 58.-1-12.1;

THENCE, in a northeasterly direction along the easterly bounds of parcels 58.-1-4 and 58.-1-5 and the westerly bounds of parcel 58.-1-12.1 to the northeast corner of parcel 58.-1-5, said point also being the westerly corner of parcel 58.-1-12.1;

THENCE, in a northwesterly direction along the northerly bounds of parcel 58.-1-5 and the southerly bounds of parcel 58.-1-12.1 to the southeast corner of parcel 58.-1-8, said point also being the westerly corner of parcel 58.-1-12.1;

THENCE, in a northeasterly direction along the easterly bounds of parcel 58.-1-8 and the westerly bounds of parcel 58.-1-12.1 to the northeast corner of parcel 58.-1-8, said point also being the westerly corner of parcel 58.-1-12.1;

THENCE, in a northwesterly direction along the northerly bounds of parcels 58.-1-8 and 58.-1-7 and the southerly bounds of parcel 58.-1-12.1 to the northwest corner of parcel 58.-1-7, said point also being the easterly bounds of the Barnerville Road right-of-way;

THENCE, in a northeasterly direction along the easterly bounds of the Barnerville Road right-of-way and the westerly bounds of parcel 58.-1-12.1 to the southwest corner of parcel 58.-1-9, said point also being the westerly corner of parcel 58.-1-12.1;

THENCE, in a southeasterly direction along the northerly bounds of parcel 58.-1-12.1 and the southerly bounds of parcel 58.-1-9 to the southeast corner of parcel 58.-1-9, said point also being the westerly corner of parcel 58.-1-12.1;

THENCE, in a northeasterly direction along the easterly bounds of the parcel 58.-1-9 and the westerly bounds of parcel 58.-1-12.1 to the northeast corner of parcel 58.-1-9, said point also being the westerly corner of parcel 58.-1-12.1;

THENCE, in a northwesterly direction along the northerly bounds of parcels 58.-1-9 and the southerly bounds of parcel 58.-1-12.1 to the northwest corner of parcel 58.-1-9, said point also being the easterly bounds of the Barnerville Road right-of-way;

THENCE, in a northeasterly direction along the easterly bounds of the Barnerville Road right-of-way and the westerly bounds of parcel 58.-1-12.1 to the northwesterly corner of parcel 58.-1-12.1, said point also being the westerly corner of parcel 58.-1-10.1;

THENCE, in a southeasterly direction along the northerly bounds of parcel 58.-1-12.1 and the southerly bounds of parcel 58.-1-10.1 to the southwesterly corner of parcel 58.-1-10.1, said point also being the northerly corner of

parcel 58.-1-12.1;

THENCE, in a southwesterly direction along the northerly bounds of parcel 58.-1-10.1 and the southerly bounds of parcel 58.-1-12.1 to the southwesterly corner of parcel 58.-1-10.1, said point also being the northerly corner of parcel 58.-1-12.1;

THENCE, in a southeasterly direction along the northerly bounds of parcel 58.-1-12.1 and the southerly bounds of parcel 58.-1-10.1 to the southerly corner of parcel 58.-1-10.1, said point also being the northerly corner of parcel 58.-1-12.1;

THENCE, in a northeasterly direction along the easterly bounds of parcels 58.-1-10.1, 58.-1-13, and 58.-1-11 and the westerly bounds of parcel 58.-1-12.1 to the northeast corner of parcel 58.-1-11, said point also being the southerly bounds of the Sagendorf Corners Road right-of-way;

THENCE, in a southeasterly direction along the northerly bounds of parcel 58.-1-12.1 and the southerly bounds of the Sagendorf Corners Road right-of-way to the northwest corner of parcel 46.-3-20.2, said point also being the northerly corner of parcel 58.-1-12.1;

THENCE, in a southwesterly direction along the northerly bounds of parcel 46.-3-20.2 and the southerly bounds of parcel 58.-1-12.1 to the southwest corner of parcel 46.-3-20.2, said point also being the easterly corner of parcel 58.-1-12.1;

THENCE, in a southeasterly direction along the northerly bounds of parcel 58.-1-12.1 and the southerly bounds of the parcels 46.-3-20.2 and 46.-3-20.3 to the southeast corner of parcel 46.-3-20.3, said point also being the northerly corner of parcel 58.-1-12.1;

THENCE, in a southwesterly direction along the northerly bounds of parcel 58.-2-24 and the southerly bounds of parcel 58.-1-12.1 to the westerly corner of parcel 58.-2-24, said point also being the easterly corner of parcel 58.-1-12.1;

THENCE, in a southeasterly direction along the northerly bounds of parcel 58.-1-12.1 and the southerly bounds of the parcels 58.-2-24, 58.-2-4.1, 58.-2-25, and 58.-2-11.1 to a point on the southwesterly bounds of parcel 58.-2-11.1, said point also being the easterly corner of parcel 58.-1-12.1;

THENCE, in a northwesterly direction along the northerly bounds of parcel 58.-2-21.2 and the southerly bounds of parcel 58.-1-12.1 to the northwest corner of parcel 58.-2-21.2, said point also being the easterly corner of parcel 58.-1-12.1;

THENCE, in a southwesterly direction along the northerly bounds of parcel 58.-2-21.2 and the southerly bounds of parcel 58.-1-12.1 to the southwest corner of parcel 58.-2-21.2, said point also being on the northerly bounds of the Delaware & Hudson Railroad right-of-way;

THENCE, in a northwesterly direction along the northerly bounds of the Delaware & Hudson Railroad right-of-way and the southerly bounds of parcel 58.-1-12.1 to a point on the northerly bounds of the Delaware & Hudson Railroad right-of-way, said point also being a point on the southerly bounds of parcel 58.-1-12.1;

THENCE, in a southwesterly direction across the Delaware & Hudson Railroad right-of-way to the northwest corner of parcel 58.-2-23, said point also being the northeast corner of parcel 58.-1-1 and on the southerly bounds of the Delaware & Hudson Railroad right-of-way;

THENCE, in a southwesterly direction along the northerly bounds of parcel 58.-2-23 and the southerly bounds of parcel 58.-1-1 to the southwesterly corner of parcel 58.-2-23, said point also being on the southeasterly corner of parcel 58.-1-1 and a point on the northerly bounds of the Cobleskill Creek;

THENCE, in a southwesterly direction across the Cobleskill Creek to a point on the northerly bounds of parcel 58.3-1-7, said point also being a point on the southerly bounds of the Cobleskill Creek;

THENCE, in a southeasterly direction along the northerly bounds of parcels 58.3-1-7, 58.3-1-8, 58.3-1-9, and 58.3-1-11 and the southerly bounds of the Cobleskill Creek to the northeast corner of parcel 58.3-1-11, said point also being the westerly bounds of the County Road 8 right-of-way;

THENCE, in a southeasterly direction across the County Road 8 right-of-way to a point on the northwesterly bounds of parcel 58.-3-5, said point also being the easterly bounds of the County Road 8 right-of-way;

THENCE, in a northeasterly direction along the easterly bounds of the County Road 8 right-of-way and the westerly bounds of parcel 58.-3-5 to the northwesterly corner of parcel 58.-3-5, said point also being the westerly

corner of parcel 58.-3-6;

THENCE, in a southwesterly direction along the northerly bounds of parcel 58.-3-5 and the southerly bounds of parcel 58.-3-6 to the southwesterly corner of parcel 58.-2-21.1, said point also being on the southeasterly corner of parcel 58.-3-6;

THENCE, in an easterly direction along the southerly bounds of parcel 58.-2-21.1 and the northerly bounds of parcel 58.-3-9 to the southwest corner of parcel 58.-3-7, said point also being the easterly corner of parcel 58.-2-21.1;

THENCE, in a southeasterly direction along the northerly bounds of parcels 58.-3-9, and 58.-2-32.3 and the southerly bounds of parcels 58.-3-7, 58.-3-8, and 58.-2-19 to the southerly corner of parcel 58.-2-19, said point also being the northerly corner of parcel 58.-2-32.3;

THENCE, in a northeasterly direction along the easterly bounds of parcels 58.-2-19, 58.-2-26.2, and 58.-2-14 and the westerly bounds of parcels 58.-2-32.3 and 58.-2-33 to the southerly corner of parcel 58.-2-14, said point also being the northerly corner of parcel 58.-2-33;

THENCE, in a southeasterly direction along the northerly bounds of parcel 58.-2-33 and the southerly bounds of parcels 58.-2-14 and 58.-2-32.1 to the southeast corner of parcel 58.-2-32.1, said point also being the westerly bounds of the Town of Schoharie;

THENCE, in a southwesterly direction along the westerly bounds of the Town of Schoharie and the easterly bounds of parcels 58.-2-33, 58.-3-29, and 58.-2-16, to the southeast corner of parcel 58.-2-16, said point also being on the northerly bounds of the New York State Route 7 right-of-way;

THENCE, in a southwesterly direction across the New York State Route 7 right-of-way to the northeast corner of parcel 70.-1-25, said point also being on the southerly bounds of the New York State Route 7 right-of-way;

THENCE, in a southwesterly direction along the westerly bounds of the Town of Schoharie and the easterly bounds of parcel 70.-1-25, to the southeast corner of parcel 70.-1-25, said point also being on the northerly bounds of the New York State Interstate 88 right-of-way;

THENCE, in a westerly direction along the southerly bounds of parcel 70.-1-25 and the northerly bounds of the New York State Interstate 88 right-of-way to the southwest corner of parcel 70.-1-25, said point also being the northerly corner of the New York State Interstate 88 right-of-way;

THENCE, in a northerly direction along the westerly bounds of parcel 70.-1-25 and the easterly bounds of the New York State Interstate 88 right-of-way to the southwesterly corner of parcel 70.-1-25, said point also being the northerly corner of the New York State Interstate 88 right-of-way;

THENCE, in a southwesterly direction along the westerly bounds of the New York State Interstate 88 right-of-way and the easterly bounds of parcel 70.-1-3, to the southeasterly corner of parcel 70.-1-3, said point also being on the northerly bounds of the New York State Interstate 88 right-of-way;

THENCE, in a southerly direction along the westerly bounds of the New York State Interstate 88 right-of-way and the easterly bounds of parcel 70.-1-3 to the southeasterly corner of parcel 70.-1-3, said point also being the northerly corner of the New York State Interstate 88 right-of-way;

THENCE, in a westerly direction along the southerly bounds of parcel 70.-1-3 and the northerly bounds of the New York State Interstate 88 right-of-way to the southwest corner of parcel 70.-1-3, said point also being the northerly corner of the New York State Interstate 88 right-of-way;

THENCE, in a northeasterly direction along the easterly bounds of the New York State Interstate 88 right-of-way and the westerly bounds of parcel 70.-1-3 to a point on the southerly bounds of parcel 70.-1-2.2, said point also being the westerly corner of parcel 70.-1-3;

THENCE, in a westerly direction along the southerly bounds of parcels 70.-1-2.2 and 70.-1-1 and the northerly bounds of the New York State Interstate 88 right-of-way to the southwest corner of parcel 70.-1-1, said point also being the northerly corner of the New York State Interstate 88 right-of-way;

THENCE, in a northwesterly direction along the easterly bounds of the New York State Interstate 88 right-of-way and the westerly bounds of parcel 70.-1-1 to the southeast corner of parcel 58.-3-17, said point also being the northerly corner of the New York State Interstate 88 right-of-way;

THENCE, in a westerly direction along the southerly bounds of parcels 58.-3-17 and 58.-3-24.2 and the northerly bounds of the New York State Interstate 88 right-of-way to the southwest corner of parcel 58.-3-24.2, said point

also being the northerly corner of the New York State Interstate 88 right-of-way;

THENCE, in a northerly direction along the westerly bounds of parcel 58.-3-24.2 and the easterly bounds of the New York State Interstate 88 right-of-way to the northwest corner of parcel 58.-3-24.2, said point also being the southerly bounds of the New York State Route 7 right-of-way;

THENCE, in a westerly direction along the southerly bounds of the New York State Route 7 right-of-way and the northerly bounds of the New York State Interstate 88 right-of-way to the northeast corner of parcel 58.-3-24.1, said point also being the southerly bounds of the New York State Route 7 right-of-way;

THENCE, in a southwesterly direction along the westerly bounds of the New York State Interstate 88 right-of-way and the easterly bounds of parcel 58.-3-24.1 to the southeasterly corner of parcel 58.-3-24.1, said point also being on the northerly bounds of the New York State Interstate 88 right-of-way;

THENCE, in a westerly direction along the southerly bounds of parcels 58.-3-24.1, 58.-3-23, 58.-3-22, 69.-3-6, 69.-3-5, 57.-5-12, 57.-5-13, 57.-5-14, 57.-5-15, 57.-5-16, and 57.-5-17 and the northerly bounds of the New York State Interstate 88 right-of-way to the southwest corner of parcel 57.-5-17, said point also being the northerly corner of the New York State Interstate 88 right-of-way;

THENCE, in a northwesterly direction along the easterly bounds of the New York State Interstate 88 right-of-way and the westerly bounds of parcel 57.-5-17 to the northwest corner of parcel 57.-5-17, said point also being the southerly corner of the New York State Route 7 right-of-way;

THENCE, in a westerly direction along the southerly bounds of the New York State Route 7 right-of-way and the northerly bounds of the New York State Interstate 88 right-of-way to the easterly bounds of the New York State Route 145 right-of-way, said point also being the northerly bounds of the New York State Interstate 88 right-of-way;

THENCE, in a westerly direction across the New York State Route 145 right-of-way to a point on the northerly bounds of the New York State Interstate 88 right-of-way, said point also being the southerly bounds of the New York State Route 7 right-of-way;

THENCE, in a westerly direction along the northerly bounds of the New York State Interstate 88 right-of-way and parcel 57.-4-14 and the southerly bounds of the New York State Route 7 right-of-way to the northeast corner of

parcel 57.-4-13, said point also being the northwest corner of parcel 57.-4-14;

THENCE, in a southerly direction along the westerly bounds of parcel 57.-4-14 and the easterly bounds of parcel 57.-4-13 to the southwest corner of parcel 57.-4-14, said point also being the southeast corner of parcel 57.-4-13 and a point on the northerly bounds of the Shade Point Road right-of-way;

THENCE, in a westerly direction along the northerly bounds of the Shade Point Road right-of-way and the southerly bounds parcel 57.-4-13 to the southeast corner of parcel 57.-4-12, said point also being the southwest corner of parcel 57.-4-13;

THENCE, in a northwesterly direction along the easterly bounds of parcel 57.-4-12 and the westerly bounds of parcel 57.-4-13 to the northwest corner of parcel 57.-4-13, said point also being the southerly corner of the New York State Route 7 right-of-way;

THENCE, in a westerly direction along the southerly bounds of the New York State Route 7 right-of-way and the northerly bounds of parcels 57.-4-12 and 57.-4-11 to the northeast corner of parcel 57.-4-10, said point also being the northwest corner of parcel 57.-4-11;

THENCE, in a southerly direction along the westerly bounds of parcel 57.-4-11 and the easterly bounds of parcel 57.-4-10 to the northeast corner of parcel 57.-4-16, said point also being the southeast corner of parcel 57.-4-10;

THENCE, in a westerly direction along the southerly bounds of parcel 57.-4-10 and the northerly bounds of parcel 57.-4-16 to the southeast corner of parcel 57.-4-9, said point also being a point on the northerly bounds of parcel 57.-4-16;

THENCE, in a northerly direction along the westerly bounds of parcel 57.-4-10 and the easterly bounds of parcel 57.-4-9 to the northeast corner of parcel 57.-4-9, said point also being the northwest corner of parcel 57.-4-10 and the southerly bounds of the New York State Route 7 right-of-way;

THENCE, in a westerly direction along the southerly bounds of the New York State Route 7 right-of-way and the northerly bounds of parcel 57.-4-9 to the northwest corner of parcel 57.-4-9, said point also being a point on the northeast corner of parcel 57.-4-8;

THENCE, in a southwesterly direction along the easterly bounds of parcel 57.-4-8 and the westerly bounds of parcel 57.-4-9 to the southwest corner of parcel 57.-4-9, said point also being the easterly corner of parcel 57.-4-8;

THENCE, in a southeasterly direction along the easterly bounds of parcel 57.-4-8 and the westerly bounds of parcels 57.-4-9, 57.-4-17, and 57.-4-18 to the southwest corner of parcel 57.-4-18, said point also being the northerly bounds of the Shade Point Road right-of-way;

THENCE, in a southwesterly direction along the northerly bounds of the Shade Point Road right-of-way and the southerly bounds of parcel 57.-4-8 to the southwest corner of parcel 57.-4-8, said point also being the southeast corner of parcel 57.-4-26;

THENCE, in a northwesterly direction along the easterly bounds of parcel 57.-4-26 and the westerly bounds of parcel 57.-4-8 to the northwesterly corner of parcel 57.-4-8, said point also being the northeast corner of parcel 57.-4-26;

THENCE, in a westerly direction along the southerly bounds of parcels 57.-4-7 and 57.-4-6 and the northerly bounds of parcels 57.-4-26 and 57.-4-20 to the northwest corner of parcel 57.-4-20, said point also being a point on the northeast corner of parcel 57.-4-1;

THENCE, in a southeasterly direction along the easterly bounds of parcel 57.-4-1 and the westerly bounds of parcel 57.-4-20 to the northeast corner of parcel 57.-4-21, said point also being a point on the westerly bounds of parcel 57.-4-20;

THENCE, in a southwesterly direction along the northerly bounds of parcels 57.-4-21, 57.-4-22, and 57.-4-24 and the southerly bounds of parcel 57.-4-1 to the northwest corner of parcel 57.-4-24, said point also being the southerly corner of parcel 57.-4-1;

THENCE, in a southeasterly direction along the easterly bounds of parcel 57.-4-1 and the westerly bounds of parcel 57.-4-24 to the southwest corner of parcel 57.-4-24, said point also being the southerly corner of parcel 57.-4-1 and the northerly bounds of the Shade Point Road right-of-way;

THENCE, in a southwesterly direction along the northerly bounds of the Shade Point Road right-of-way and the southerly bounds of parcel 57.-4-1 to the southeast corner of parcel 57.-4-23, said point also being the southerly

corner of parcel 57.-4-1;

THENCE, in a northwesterly direction along the easterly bounds of parcel 57.-4-23 and the westerly bounds of parcel 57.-4-1 to the northeast corner of parcel 57.-4-23, said point also being the southerly corner of parcel 57.-4-1;

THENCE, in a southwesterly direction along the northerly bounds of parcel 57.-4-23 and the southerly bounds of parcel 57.-4-1 to the northwest corner of parcel 57.-4-23, said point also being the southerly corner of parcel 57.-4-1;

THENCE, in a northwesterly direction along the easterly bounds of parcel 69.-2-2 and the westerly bounds of parcel 57.-4-1 to the northeast corner of parcel 69.-2-2, said point also being the southeast corner of parcel 57.-3-11;

THENCE, in a southwesterly direction along the northerly bounds of parcel 69.-2-2 and the southerly bounds of parcel 57.-3-11 to the northwest corner of parcel 69.-2-2, said point also being the southerly corner of parcel 57.-3-11;

THENCE, in a southeasterly direction along the easterly bounds of parcel 57.-3-11 and the westerly bounds of parcel 69.-2-2 to the westerly corner of parcel 69.-2-2, said point also being the southerly corner of parcel 57.-3-11;

THENCE, in a southwesterly direction along the northerly bounds of parcel 69.-2-2 and the New York State Interstate 88 right-of-way and the southerly bounds of parcel 57.-3-11 to the southeast corner of parcel 69.-2-1, said point also being the southerly corner of parcel 57.-3-11;

THENCE, in a northwesterly direction along the easterly bounds of parcel 69.-2-1 and the westerly bounds of parcel 57.-3-11 to the easterly corner of parcel 69.-2-1, said point also being the southerly corner of parcel 57.-3-11;

THENCE, in a southwesterly direction along the northerly bounds of parcel 69.-2-1 and the southerly bounds of parcel 57.-3-11 to the easterly corner of parcel 69.-2-1, said point also being the southerly corner of parcel 57.-3-11;

THENCE, in a northwesterly direction along the easterly bounds of parcel 69.-2-1 and the westerly bounds of parcel 57.-3-11 to the northeast corner of parcel 69.-2-1, said point also being the southerly corner of parcel 57.-3-11;

THENCE, in a southwesterly direction along the northerly bounds of parcel 69.-2-1 and the southerly bounds of parcel 57.-3-11 to the northwest corner of parcel 69.-2-1, said point also being the southwesterly corner of parcel 57.-3-11;

THENCE, in a northwesterly direction along the easterly bounds of parcel 68.-2-3.111 and the westerly bounds of parcels 57.-3-11 and 57.-3-14 to the northeast corner of parcel 68.-2-3.111, said point also being the northwest corner of parcel 57.-3-14 and the southerly bounds of the New York State Route 7 right-of-way;

THENCE, in a westerly direction along the southerly bounds of the New York State Route 7 right-of-way and the northerly bounds of parcel 68.-2-3.111 to a point on the southerly bounds of the New York State Route 7 right-of-way, said point also being a point on the northerly bounds of parcel 68.-2-3.111;

THENCE, in a northerly direction across the New York State Route 7 right-of-way to the northerly bounds of the New York State Route 7 right-of-way, said point also being the southeast corner of parcel 56.20-1-8.1, the southwest corner of parcel 57.-3-1.1, and the point and place of beginning.



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